

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF FREDONIA

ECS FILE: JPA-80-02

AGREEMENT NO. _____

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF FREDONIA, hereinafter called "TOWN".

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the TOWN OF FREDONIA to enter an agreement covering the maintenance of Alternate U.S. 89 and State Route 389 which are State Highways of the STATE OF ARIZONA which traverse the said TOWN OF FREDONIA over those certain streets known as Main Street and Pratt Street which form the necessary and convenient links for the connection of sections of the aforesaid State Highways, and for carrying of such State Highways through said TOWN OF FREDONIA, as more particular set forth upon the map attached hereto and marked Exhibit "B", and by reference made a part hereof;

WHEREAS, the STATE, acting by and through its ARIZONA DEPARTMENT OF TRANSPORTATION; shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "B"; said jurisdiction, control and responsibility to include:

1. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
2. Bridges and drainage.

NO. 6158...
FILED WITH SECRETARY OF STATE
Date Filed 3-28-80
Rose
Secretary of State

3. Guardrails and fences.
4. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
5. Routine maintenance of roadway and curbs except for sweeping and cleaning. Various types of maintenance include, but are not limited to, resurfacing, resealing, restriping, and patching of the highway roadway.
6. Permits for Highway Right of Way Encroachment and Use. The TOWN will assist in the administration of this procedure to the extent that they will make applicants for Town Building Permits aware of the requirements of the Arizona Department of Transportation.
7. Removal of snow, sand, rock, and other debris caused by slides or other unusual causes.
8. Traffic control devices, including signs, signals, striping, and marking (except street name and parking).

Maintenance and construction of traffic control devices covered by separate agreement will be as outlined in said agreement.

Traffic Signs:

- A. The word "Sign" as used herein, refers to the devices mounted on a fixed or portable support whereby a specific message is conveyed by means of words or symbols officially erected for the purpose of regulating, warning or guiding traffic.
- B. Stop signs to be installed at those intersections where Town Streets intersect the State highway will be furnished to the TOWN by the Arizona Department of Transportation. The TOWN will install the signs to STATE specifications and will replace those which are damaged or weathered from the supply issued by the Arizona Department of Transportation.

- C. Speed limit signs prescribing the speed limit on those streets that are a part of the Highway System will be furnished to the TOWN by the Arizona Department of Transportation. The TOWN will install the signs to STATE specifications and will replace those which are damaged or weathered from the supply issued by the Arizona Department of Transportation.
- D. Street name signs shall be furnished and installed by the TOWN under STATE specifications.
- E. Signs prescribing parking regulations shall be furnished and installed by the TOWN in accordance with STATE specifications for traffic sign installation. All such signs which are in effect 24 hours a day shall be reflectorized.
- F. Information signs, including route shields, will be furnished and installed by the Arizona Department of Transportation.
- G. Highway signs must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety.

The Arizona Department of Transportation shall install and maintain traffic lane striping on all streets that are a part of the State Highway System. The Arizona Department of Transportation shall install and maintain all channelization formed by the use of paint.

- 9. Highway junction illumination and any other illumination for the express purpose of safety for the traveling public (including energy charges).

WHEREAS, the TOWN OF FREDONIA shall furnish the STATE information as to annexation of any areas that include State Highways. Following the nature of said annexation, the STATE shall submit to the TOWN OF FREDONIA, an amendment to this Agreement, which shall include a revised map.

WHEREAS, the TOWN OF FREDONIA shall, except as otherwise expressly provided in this Agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

1. Sidewalks.
2. Sprinkling.
3. Street lighting (other than safety lighting). Street or boulevard lighting shall be installed after approval of Permit Form 22-5101; consideration of the proposal to install lights shall include review of the proposed lighting design and its effect on the highway. Lighting equipment must not interfere with or obstruct any signal or other traffic device, or in any way be a hazard to safety. The maintenance will consist of all repairs and replacement of equipment and including energy charges.
4. Street name signs, parking signs, and marking in accordance with uniform STATE standards. The TOWN shall maintain all crosswalks presently in place across streets which are a part of the State Highway System and shall maintain any additional crosswalks after the initial installation by the Arizona Department of Transportation. The outer limits of the parallel parking zones shall be installed initially by the STATE; maintenance of the line and subdivision into spaces shall be done by TOWN forces.
5. Sweeping and cleaning of roadway and curbs.
6. Roadside and any Roadside Park or other unique landscaping development under jurisdiction of the STATE (including power and water).

WHEREAS, the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

WHEREAS, shall any change of grades become necessary in the streets covered by this Agreement, the TOWN shall furnish all rights of way necessary to the changing of said grade and shall be responsible for any and all resulting damage arising out of said change of grade to the same extent as it would have been had this Agreement not been entered into.

WHEREAS, the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the TOWN. A copy of said

regulations is attached hereto and marked Exhibit "C", and by reference made a part hereof.

WHEREAS, the TOWN OF FREDONIA shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway Right of Way. The TOWN OF FREDONIA will maintain insurance for the period of this Agreement. A copy of the policy is attached hereto and marked Exhibit "D", and by reference made a part hereto.

WHEREAS, the TOWN OF FREDONIA will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway Right of Way.

This Agreement shall remain in force and effect until termination by either the STATE or the TOWN upon thirty (30) days written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

This Agreement shall supersede all previous Street Maintenance Agreements. This does not include existing traffic control devices and lighting or illumination agreements or supplemental roadside development agreements.

All work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the Arizona Department of Transportation.

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

This Agreement shall be filed with the Secretary of State and shall become effective on the _____ day of _____, 1979, but in no event prior to its being filed with the Secretary of State.

Attached to this Agreement and incorporated herein by reference is Exhibit "E" which is a copy of the written determination of the appropriate attorney that the TOWN OF FREDONIA is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

RESOLUTION

Be it resolved on this date, February 25, 1980, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the ~~CITY OF~~ TOWN OF FREDONIA, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the ~~CITY OF~~ TOWN OF FREDONIA, and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.



WILLIAM A. ORDWAY, Director
Department of Transportation

RESOLUTION NO. 76

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF FREDONIA, COCONINO COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF FREDONIA; PROVIDING FOR THE MAINTENANCE OF STATE HIGHWAYS LOCATED WITHIN THE TOWN OF FREDONIA.

WHEREAS, the Town of Fredonia is empowered by A.R.S. §11-951 et. seq., to enter into an Intergovernmental Agreement with the State of Arizona covering the maintenance of those certain State Highways known as U.S. Route 89A and State Route 389 which are State Highways in the State of Arizona and which traverse and portions are located within the said Town of Fredonia; and

WHEREAS, it would be to the mutual benefit of the Town of Fredonia and the State of Arizona to enter into such an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Town of Fredonia is authorized to execute on behalf of the Town of Fredonia that certain Intergovernmental Agreement between the State of Arizona and the Town of Fredonia which is attached hereto and incorporated herein by reference.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF FREDONIA, ARIZONA, this 7 day of March, 1979, by the following vote:

Ayes	<u>5</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>0</u>

TOWN OF FREDONIA

By Robert S. Martin
MAYOR

ATTEST:

Barbara E. Kimball
Town Clerk

APPROVED AS TO FORM

Robert W. Hill
Town Attorney

RECEIVED
MAR 25 1979
DISTRICT 5

Exhibit "A"



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-430 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of June, 1979.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "Albert Morgan".

ALBERT MORGAN
Assistant Attorney General